

CONSULTANT/SERVICE PROVIDER AGREEMENT
Services of more than \$500.00

This Agreement is entered into by and between **Lincoln Public Schools**, hereinafter referred to as **LPS**, and **Lincoln Parks and Recreation**, hereinafter referred to **Parks**, for the purposes of providing site supervision and funding as a part of the Community Learning Center, hereinafter referred to as **CLC**, initiative for a three year term, from **July 1, 2003, through June 30, 2006**.

WHEREAS, it is agreed by the parties hereto that each and every provision of this Agreement shall be subject to the laws of the State of Nebraska.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Description of Services.

In consideration for the sum of \$73,708.00 for the year 2003-2004, Parks shall perform the services specified below:

Everett/Lakeview

• Enrichment club teachers to deliver after school opportunities to Everett & Lakeview students.	\$29,970.00
• Lead teacher to provide kindergarten wrap and core after school programs to Everett students.	\$18,000.00
• Teachers to provide weeks off program at Lakeview & Everett.	\$ 8,528.00
• Supplies & materials for enrichment classes, core programs and week off activities.	\$15,050.00
• Teacher (LPS) liaison to support after school planning and curriculum linkage.	<u>\$ 2,160.00</u>
<u>Total</u>	\$73,708.00

Both parties agree to review the compensation total in years 2004-2005 and 2005-2006. Both parties understand that the compensation may vary in these years and this Agreement may need to be amended as provided in this Agreement.

2. Review.

LPS shall have the right during the term of this Agreement to inspect or review the work of Parks as may be reasonably necessary to assure proper performance of this

Agreement. All products, processes, or similar works prepared by Parks in the course of the performance of this Agreement shall be the exclusive property of LPS and will be released, if at all, only by and through LPS.

3. Payment.

Payment for services rendered by Parks pursuant to this Agreement shall be made upon receipt of an invoice in accordance with the following schedule:

Invoices must be received in the Accounting Office of Lincoln Public Schools by the first or third Monday of each month to be included in the regular payment cycle on the second and fourth Tuesday of each month.

Parks must submit a dated, itemized invoice of services rendered to LPS. Any reimbursement for expenses included on the invoice must be pre-approved in writing and must be supported with copies of the original billing for such expenses.

4. Consultant/Service Provider.

It is mutually agreed and understood that Parks shall at all times and for all purposes be deemed to be an independent contractor and not the employee of the LPS.

5. Insurance and Indemnity.

Parks, a department of the City of Lincoln, is a self-insured entity. Parks further agrees to indemnify and hold LPS harmless from any and all liabilities, claims, or causes of action, known or unknown, including costs and attorneys fees that may arise from the performance of this Agreement. LPS agrees to indemnify and hold Parks harmless from any and all liabilities, claims, or causes of action, known or unknown, including the costs and attorneys fees that may arise from its performance under this Agreement.

6. Nondiscrimination.

Parks agrees that it shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, or physical handicap unrelated to such person's ability to engage in the particular work.

7. Assignment and Delegation.

The services to be performed under this Agreement are deemed to be personal in nature, and parties agree that the duties may not be delegated nor the contract assigned without the prior written consent of all parties.

8. Tax Withholding (Non-Nebraska Consultant/Service Provider).

It is understood that the above-named person or entity performing the services is either a self-employed person or an independent contractor and, as such, is wholly responsible for compliance with all federal and state laws, regulations, taxes, returns and other obligations. Effective July 9, 1988, "Withholding is required when those engaged in business in Nebraska make a payment or payments to the same individual, partnership, or corporation in excess of \$600." Payments totaling less than \$28,000, after allowance for certain expenses, are withheld at 4%. Payments of \$28,000 or more after expenses are withheld at 6%.

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9. **Entire Agreement.**

This Agreement and Memorandum of Understanding (Attachment A) constitutes the entire Agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by a writing executed by both parties.

10. **Defaults.**

This Agreement may be terminated, with 30 day notice, by either party, at any time it determines that the services listed in Item 1 are not or cannot be performed in accordance with this Agreement.

11. **Interpretation.**

This Agreement shall be interpreted in accordance with the laws of the State of Nebraska and shall further be deemed to have been entered into in the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, to be effective as of the date of its signing.

BY: 

Associate Superintendent for
Business Affairs Lincoln Public Schools

Coleen J. Seng, Mayor of the City of
Lincoln

Date 8/26/03

Date _____


Lynn Johnson,
Parks & Recreation Department

Assistant City Attorney, as to
Form & Legality

47-6006-251
Tax Identification Number

Attachment "A"

**MEMORANDUM OF UNDERSTANDING
Between Lincoln Parks & Recreation and
LPS-Community Learning Centers**

This Memorandum of Understanding (MOU) describes and confirms an agreement between Lincoln Public School-Community Learning Centers (LPS) and Lincoln Parks & Recreation. The purpose of the agreement is to formalize and clarify expectations and relationships between all parties from **July 1, 2003 to June 30, 2006**. For the purpose of the MOU, Service Provider is defined as an agency representative providing services to students and adults on a school site affiliated with the Community Learning Center (CLC) program.

LPS-COMMUNITY LEARNING CENTER RESPONSIBILITIES:

- Provide a designated person responsible for supporting and maintaining the community partner/service provider relationship at the school site.
- Provide CLC orientation and review for the community partner/service provider.
- Provide reasonable space, as agreed upon for site supervisor and service providers to facilitate services to students and adults. Provide reasonable resources to facilitate services (e.g. access to telephone, computers, and communication mechanisms).
- Notify service provider, as soon as known, of any schedule changes that will interfere with service provision.
- Notify service provider of any key staff changes.
- Complete annual performance review of site supervisor in collaboration with service provider.
- Facilitate regular meetings with service provider to ensure services are reflective of best practices, meeting quality standards and are meeting the needs of students and adults utilizing the services of the Community Learning Center.
- Invite service provider to school wide events.
- Provide technical assistance and support to the site supervisor through regular meetings and other professional development opportunities.
- Reimburse Lincoln Parks & Recreation for services delivered as outlined in the agreement upon receipt and processing of billing invoice.
- Agree to share information with appropriate agency personnel (with proper releases to maximize student success and assure confidentiality).

LINCOLN PARKS AND RECREATION/"SERVICE PROVIDER" RESPONSIBILITIES

SITE SUPERVISION (LEAD AGENCY)

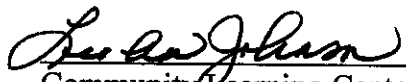
- Involve school principals and CLC management staff in the hiring and annual performance evaluation of site supervisor.
- Maintain a standard of professionalism and behavior consistent with CLC expectations.
- Notify CLC management and school principals of any staff changes.

- Provide site supervisor with supervision and support.
- Complete all CLC evaluation data information as outlined.
- Complete all program attendance reporting and submit monthly.
- Complete all paperwork requirements (PO's, billing documents) in timely manner.
- Attend site supervisor meeting two times per month.
- Meet at least monthly with CLC management.
- Ensure site supervisor maintains level of neutrality in securing program activities for CLC that meet goals of CLC annual plan.

PROGRAM/SERVICE ACTIVITIES

- Ensure program staff receive site orientation for the Community Learning Center.
- Provide a descriptor of services to be provided at the Community Learning Center:
 - a. Actual services being delivered
 - b. Personnel assigned to deliver the program
 - c. Days and hours of the program
 - d. Length of time the service is to be delivered.
- Submit required service provider information to meet licensing regulations:
 - a. Child abuse register check
 - b. Health Report Form.
 - c. Felony Misdemeanor checks.
 - d. Two non-relative reference checks.
 - e. Application for employment form.
- Familiarity and compliance with the CLC handbook and operations manual and child care center licensing standards.
- Notify Community Learning Center site supervisor of any staff changes.
- Notify site supervisor if service provider staff will be late or unable to attend their designated class. The agency is responsible for handling all substitutions or replacements.
- As mandated reporters of child abuse and neglect, report to Child Protective Services as necessary. Inform CLC site supervisors of any such action.
- Provide proper documentation and tracking of all program activities.
- Agree to share information with appropriate agency personnel (with proper releases to maximize student success and assure confidentiality).

MOU shall be in effective from July 1, 2003 to June 30, 2006. Either party has a right to terminate this MOU upon a 30 day notice to the other party.


Community Learning Center Coordinator

9-15-03
Date

Coleen J. Seng, Mayor of the City of Lincoln

Date